WEST VIRGINIA CODE: §56-1-1B

§56-1-1b. Venue for bringing civil action under a construction contract.

(a) As used in this chapter, "construction contract" means a contract, subcontract, or agreement entered into or made by an owner, architect, engineer, contractor, construction manager, subcontractor, supplier, or material or equipment lessor for the design, construction, alteration, demolition, renovation, remodeling, or repair of, or for the furnishing of material or equipment for a building, structure, appurtenance, or other improvement to or on public or private real property, including moving, demolition, and excavation connected with the real property. The term "construction contract" includes an agreement to which an architect, engineer, or contractor and an owner's lender are parties regarding an assignment of the construction contract or other modifications.

(b) Where a party whose principal place of business is in the state of West Virginia enters into a construction contract on or after July 1, 2021, to design, manage construction of, construct, alter, repair, maintain, move, demolish, or excavate, or supply goods, equipment, or materials for the construction, alteration, repair, maintenance, movement, demolition, or excavation of a building, structure, appurtenance, road, bridge, or tunnel which is physically located in the state of West Virginia, such construction contract must provide that any civil action or arbitration called for or permitted by the contract must be commenced and heard in the state of West Virginia, in the jurisdiction where the construction project is located, or such other jurisdiction where the venue is proper under the provisions of §56-1-1 *et seq*. of this code. Any provision in a construction contract entered into on or after July 1, 2021, mandating that such action be brought in a location outside the state of West Virginia is unenforceable.

WV Legislature